

BEBOUT, POTERE, COX, HUGHES & O'MARA, P.C.
ATTORNEYS AT LAW
MEADOWBROOK PROFESSIONAL PLAZA
1000 WEST UNIVERSITY DRIVE
ROCHESTER, MICHIGAN 48307
313-651-4114

B. The billing form and content in use by the Grantee as of the date of adoption of this Article shall be subject to the approval of the Authority. Any modification of the form and content of the Grantee's bills to subscribers shall also be subject to the Authority's approval.

C. The Authority shall not withhold its approval of the form and content of the Grantee's bills unreasonably. If the Authority disapproves of the form or wording of any of the Grantee's bills to subscribers, it shall so notify the Grantee and shall specify the basis for such disapproval. The Grantee shall then modify the bills so as to remedy the defects specified by the Authority. The modification shall be implemented by the Grantee effective with the first billing after the expiration of 45 days after receipt by the Grantee of the Authority's notice of disapproval, unless the Authority extends such time.

7.15-39 (4) Disconnect and Downgrade Charges

A. The Grantee shall make no charge to any subscriber on account of either complete discontinuance of service or net downgrade of service whereby the subscriber requests a lower tier of basic service and/or a net reduction in premium service.

B. The Grantee may only disconnect a subscriber if at least forty-five (45) days have elapsed after the due date for payment of the subscriber's bill and the Grantee has provided at least ten (10) days written notice to the subscriber prior to disconnection specifying the effective date after which cable services are subject to disconnection; provided, however, notwithstanding the foregoing, the Grantee may disconnect a subscriber at any time if the Grantee in good faith and on reasonable grounds determines that the subscriber has tampered with or abused the Grantee's equipment, or is or may be engaged in the theft of cable services.

C. The Grantee shall promptly disconnect any subscriber who so requests disconnection. No period of notice prior to requested termination of service may be required of subscribers by the Grantee. If the subscriber fails to specify an effective date for disconnection, the effective date shall be deemed to be the day following the date the disconnect request is received by the Grantee. No charge may be imposed upon the subscriber for any cable service delivered after the effective date of the disconnect request.

7.15-39 (5) Late Payment Charges.

Late payment charges imposed by the Grantee upon subscribers shall be fair and shall be reasonably related to the Grantee's cost of administering delinquent accounts. No late payment charge shall be imposed upon a subscriber, and a subscriber shall not be deemed to be in arrears on a bill, unless at least thirty (30) days have elapsed after the due date specified on the bill; and, for purposes of this Section and the prior Section, the due date specified on the bill shall not be earlier than the first day of

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the monthly period to which the bill is attributable.

7.15-39 (6) Notice of Programming or Channel Change.

The Grantee shall provide at least forty-five (45) days written notice to subscribers prior to discontinuing any channel or programming service or to realigning any channel and shall provide written notice of the same to the Authority no later than the Grantee's notice to subscribers. This provision shall not preclude the right of the City, or the Authority on behalf of the City, to contest or prohibit any such action by the Grantee if, and to the extent, such right exists. The foregoing notice requirement shall not apply in cases in which a programming service is discontinued because a non-affiliated provider thereof discontinues furnishing the same to the Grantee on less than forty-five (45) days notice to the Grantee. In any such case the Grantee shall nevertheless furnish notice to its subscribers and the Authority promptly upon the Grantee receiving notice of the discontinuance of the programming service from such unaffiliated provider.

7.15-39 (7) Notice of Price Increase or Reduction of Service.

The Grantee shall provide at least forty-five (45) days written notice to subscribers prior to implementing any increase in subscriber rates or reduction in subscriber services and shall provide written notice of the same to the Authority no later than the Grantee's notice to subscribers. The provisions of this section shall not preclude the right of the City, or the Authority on behalf of the City, to contest or prohibit any such action by the Grantee if, and to the extent, permitted by law.

7.15-39 (8) Grantee's Communications.

Prior to or simultaneously with any communication made by the Grantee to the general public or to the Grantee's subscribers announcing or explaining any increase in subscriber rates or reduction in programming services, the Grantee shall furnish a copy of such communication to the Authority. The copy of the communication required to be furnished to the Authority hereunder shall be deemed to be a "report" under all applicable provisions of the Franchise Agreement relating to "reports," including, without limitation, the provisions of subsections (J) and (K) of Section 19 of the Franchise Agreement in effect as of the effective date of this Ordinance.

7.15-39 (9) Disclosure of Information on Grantee's Costs.

In the event the Grantee, in any communication to the general public, to the City, to subscribers, or to the Authority, justifies a price increase or reduction in service on the basis of increased costs to which the Grantee has been subjected, then the Grantee, on written request of the Authority, shall promptly furnish the Authority the underlying information on which such claim of increased costs is based in such form as the Authority

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may request. The information so furnished by the Grantee to the Authority hereunder shall also be deemed to be a "report" under all applicable provisions of the Franchise Agreement relating to "reports," including, without limitation, the provisions of subsections (J) and (K) of Section 19 of the Franchise Agreement in effect as of the effective date of this Ordinance.

7.15-39 (10) Subscriber Rebates.

A. Except for planned outages where subscribers are provided reasonable notification in advance, upon a subscriber's request the Grantee shall provide not less than a one day credit for each day in which there is a period of four hours or more during which the subscriber experienced a significant impairment of cable service not attributable to any action or omission of the subscriber or to any defect in the subscriber's equipment. The credit specified herein shall be equal to one-thirtieth of the subscriber's total monthly bill for all services and equipment other than pay-per-view; provided, however, if such monthly bill includes a charge for a pay-per-view program subject to such outage or significant impairment, then the credit shall be increased by the amount of such charge.

B. In the event of a violation of the provisions of this Article by the Grantee which results in a subscriber not receiving cable programming service or receiving only significantly impaired service, the Authority may order and direct the Grantee to issue a rebate to such subscriber in an amount determined by the Authority to provide monetary relief to the subscriber substantially equal to the subscriber's unliquidated detriment or loss resulting from such violation, not to exceed the subscriber's monthly bill.

C. Nothing in this section shall be deemed to preclude a subscriber from requesting and receiving from the Grantee a rebate greater than that provided in subsections (A) and (B) of this section.

7.15-39 (11) Security Fund.

A. Subsequent to the effective date of this Ordinance, within ten (10) days after the award of a new franchise or the transfer, extension or renewal of an existing franchise, the Grantee thereunder shall furnish the Authority, on behalf of all of the Authority's member communities, and thereafter maintain with the Authority, throughout the term of the franchise, a cash deposit of twenty-five thousand (\$25,000.00) dollars as security for:

- (1) the faithful performance by it of all the provisions of this Ordinance and the franchise,
- (2) compliance with all orders, permits and directions of any agency, commission, board or department of the City having jurisdiction over its acts or

defaults under the franchise, and

- (3) the payment by the Grantee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the system.

B. Within ten (10) days after notice to it that any amount has been withdrawn from the Security Fund, the Grantee shall pay to or deposit with the Authority a sum of money in the full amount withdrawn.

C. If the Grantee fails to pay to the City any fees within the time fixed herein; or fails, after ten (10) days written notice, to pay to the City any taxes due and unpaid; or fails to repay the City within such ten (10) days, any damages, costs, or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with a franchise; or fails, after three (3) days notice of such failure, to comply with any provisions of the franchise which the City reasonably determines can be remedied by a withdrawal from the Security Fund, the Authority, on request of the City, may immediately withdraw the amount thereof, with interest and any additional charges, from the Security Fund. Upon such withdrawal, the Authority shall notify the Grantee of the amount and date thereof and shall remit to the City the amount so withdrawn.

D. The Security Fund deposited pursuant to this section, including all interest thereon, if any, shall be held by the Authority, for the benefit of its member communities, in the event that the franchise is rescinded or revoked by reason of the default of the Grantee. The Grantee, however, shall be entitled to the return of such Security Fund, or such portion thereof as remains on deposit at the expiration of the term of the franchise, provided that there is then no outstanding default on the part of the Grantee. Any interest earned by the investment of the Security Fund shall become part of the Security Fund and unless consumed by the payment of liquidated damages, fees or other charges under this Ordinance, shall be returned to the Grantee at the expiration of the franchise term, provided that there is then no outstanding default on the part of the Grantee.

E. The Authority shall maintain the Security Fund in a segregated account and shall not commingle the same with any other monies of the Authority. The Authority may, but shall not be required to, invest the Security Fund so as to earn interest thereon and shall not be liable to the Grantee on any claim based upon the lack or insufficiency of interest earned by such Fund.

F. Payment from the Security Fund shall not constitute a cure of any violation or any act of non-compliance by the Grantee. The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such Security Fund shall

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affect any other right the City may have.

G. The Security Fund provided for in this section shall be in addition to any performance bond, letter of credit or other security provided for in the Franchise Agreement.

7.15-39 (11) Liquidated Damages.

A. The Authority may assess liquidated damages of up to one hundred (\$100.00) dollars per day against the Grantee for each day the Grantee is in violation of this Article. Such assessment may be levied against the Security Fund specified in Section 2.258 or any letter of credit, performance bond, or other security provided for in the Franchise Agreement.

B. Assessment of liquidated damages shall not constitute a waiver by the City of any other right or remedy it may have under the Franchise Agreement or applicable law, including the right to recover from the Grantee any costs and expenses, including reasonable attorney's fees, which are incurred by the City on account of the Grantee's violation of this Article.

7.15-39 (12) Evaluation of Violations.

A. The violation of this Ordinance by the Grantee, the Grantee's agents, employees and/or independent contractors employed or retained by the Grantee shall be grounds for evaluating:

- (1) the Grantee's compliance with any existing Agreement and with applicable law; and
- (2) the quality of the Grantee's service and whether it has been reasonable in light of community needs; and
- (3) the technical ability of the Grantee to provide the services, facilities, and equipment as set forth in an operator's proposal for future or renewed cable services; and
- (4) the reasonableness of the Grantee's proposal to meet the future cable-related community needs and interests of the residents and cable television consumers of the City.

B. These evaluations shall be proper and germane for the City to consider formally when reviewing a proposal for renewal of any Agreement to provide cable services within the City.

7.15-39 (13) Remedies Available.

If the Authority determines that the Grantee has violated this Article, the Authority may order appropriate rebates to subscribers as provided in Section 2.257 and/or assess liquidated

damages against the Grantee as provided in Section 2.259. In addition, the City may pursue any additional or other legal or equitable remedies available to it under the Franchise Agreement or any applicable law.

7.15-39 (14) Appeal Process.

With respect to matters affecting the City individually, and excluding matters affecting all of the Authority's member communities equally, the Grantee may appeal any action of the Authority to the City by submitting a written appeal within twenty-one (21) days from the date of the Authority's action to which the Grantee objects. Upon such appeal, the City Commission shall conduct a de novo review of the action of the Authority being appealed and shall set a hearing date within sixty (60) days of the date of receipt of the Appeal. The Grantee may present any information, data or other evidence to the City Commission either prior to or at the time of the hearing. Hearings shall be open to the public and members of the public and representatives of the Authority may also present any evidence or information pertinent to the matter appealed. The City Commission shall then determine whether to uphold, reverse, or modify the action of the Authority. The appeal shall stay any further action on the matter appealed until the appeal has been decided by the City Commission.

7.15-39 (15) Repealer.

This Ordinance is intended to supplement and strengthen the customer service and related provisions set forth in the City's existing Cable Regulatory Ordinance, its Franchise Agreement with the Grantee and First Amendment thereto, and other Agreements between the City and/or the Authority with the Grantee. Accordingly, only those portions, if any, of existing ordinances which conflict and cannot be reconciled with the provisions of this Ordinance are hereby repealed.

7.15-39 (15) Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unenforceable by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

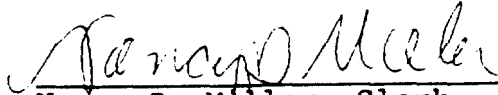
This Ordinance shall become effective immediately upon the passage and publication thereof.

A true copy of this Ordinance may be purchased or inspected at the office of the City Clerk at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, during regular business hours, 8:00 a.m. to 5:00 p.m. daily, except weekends and holidays.

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Made and passed by the City Council of the City of Rochester,
State of Michigan, this 9th day of AUGUST, A.D.,
1993.

CITY OF ROCHESTER
a Michigan Municipal Corporation

By: Thomas L. Werth, Mayor

Nancy D. Miller, Clerk

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ORDINANCE NO. 1993-15

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ROCHESTER

AN ORDINANCE TO AMEND SECTION 7.15-39 (SUBSCRIBER PRACTICES) OF CHAPTER 7.15 (CABLE COMMUNICATIONS) OF TITLE VII (BUSINESS AND TRADES) OF THE CODE OF THE CITY OF ROCHESTER

THE CITY OF ROCHESTER ORDAINS:

SECTION 7.15-39 CONSUMER PROTECTION.

7.15-39 (1) Customer Service

(A) The Grantee shall maintain a local office or offices which provide the necessary facilities, equipment, and personnel to comply, under normal operating conditions, with the customer service standards set forth in subsections (B) through (G) of this section. For purposes of this section, "normal operating conditions" embrace all conditions which are within the control of the Grantee, including special promotions, pay-per-view events, rate increases, and maintenance or upgrade of the cable system, but excluding conditions outside the Grantee's control, such as, natural disasters, civil disturbances, power outages, telephone network outages, and ~~extreme~~ weather:

(B) On a monthly basis, provide sufficient customer service representatives and toll-free telephone line capacity during normal business hours to assure that a minimum of ninety percent (90%) of all calls will be answered within thirty (30) seconds and ninety percent (90%) of all calls for service will not be required to wait more than thirty (30) seconds after such call has been answered before being connected to a service representative. All incoming customer service lines shall not be simultaneously busy more than three percent (3%) of the total time the cable office is open on any business day.

(C) Staffed emergency toll-free telephone line capacity on a twenty-four (24) hour basis, including weekends and holidays.

(D) Maintenance of an office in the franchise area of the Intergovernmental Cable Communications Authority (hereinafter "the Authority") with adequate office hours to meet public demand. The Authority may require the Grantee to alter or extend these hours if there is significant evidence through subscriber complaints that the posted hours are not adequate.

(E) An emergency system maintenance and repair staff, capable of responding to and repairing system malfunctions on a twenty-four (24) hour basis.

(F) An installation staff, capable of furnishing

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interruption. Services may be interrupted between 1:00 a.m. and 5:00 a.m. for routine testing, maintenance and repair, without notification, any night except Friday, Saturday, Sunday, Holidays, or the night preceding a holiday.

B. The Grantee shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, of all subscriber complaints. Such log shall list the date and time of such complaints, identifying the subscribers and describing the nature of the complaints and when and what actions were taken by the Grantee in response thereto. Such log shall be kept at the Grantee's local office, reflecting the operations to date for a period of at least three (3) years, and shall be available for public inspection during regular business hours. The Grantee shall submit a summary of such complaints monthly to the Authority for its review or a copy thereof if the Authority so requests.

C. For purposes of this section "service interruption" shall mean any loss or distortion of picture and/or sound on one or more channels; "subscriber problem" shall mean a service interruption affecting a single subscriber; "outage" shall mean a service interruption affecting two or more subscribers. **Under normal operating conditions as specified in section 7.15-39 above,** the Grantee shall maintain a sufficient repair force of competent technicians so as to respond effectively to any subscriber problem or outage within the following time periods, unless the applicable period is extended at the request of the subscriber or extended pursuant to the requirements of any applicable law or regulation:

- (1) **Subscriber Problem:** "same day" service, seven (7) days a week for all requests for service received prior to 12:00 p.m. (noon) each day. In no event shall the response time for notice received after 12:00 p.m. (noon) exceed twenty-four (24) hours, including weekends and holidays, from the time Grantee receives notice of the problem.
- (2) **Outage:** within two (2) hours, including weekends and holidays, from the time Grantee discovers or receives notice of the outage.

D. Upon receipt of a request for service, the Grantee shall establish a four (4) hour appointment window with the subscriber (or adult representative of the subscriber). The Grantee shall respond to the request for service within such established appointment window. In the event access to the subscriber's home is not made available to the Grantee's technician when the technician arrives during the established appointment window, the technician shall leave written notification stating the time of arrival and requesting that the Grantee be contacted again to establish a new appointment window. In such case, the required response time for the request for service shall be twenty-four (24) hours from the time the Grantee is contacted to establish the new appointment window.

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(1) Notwithstanding the foregoing, if the Grantee's technician telephones the subscriber's home before or during the appointment window and is advised that the technician will not be given access to the subscriber's home during the appointment window, then the technician shall not be obliged to travel to the subscriber's home or to leave the written notification referred to above, and the burden shall again be upon the subscriber (or adult representative of the subscriber) to contact the Grantee to arrange for a new appointment window, in which case the required response time for the request for service shall again be twenty-four (24) hours from the time the Grantee is contacted to establish the new appointment window.

E. Except as otherwise provided in subsection (D) above, the Grantee, under the provisions of this section 7.15-39(2) and section 7.15-39(1), shall be deemed to have responded to a request for service, a subscriber problem, or an outage only when sufficient technicians arrive at the service location, begin work on the request for service or remedial work, as the case may be, and proceed diligently to complete such work.

F. No charge shall be made to the subscriber for any service call unless the problem giving rise to the service request can be demonstrated by the Grantee to have been:

- (1) Caused by subscriber negligence, or
- (2) Caused by malicious destruction of cable equipment, or
- (3) A problem previously established as having been non-cable in origin.

G. All service personnel of the Grantee or its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing their name and photograph. The Grantee shall account for all identification cards at all times. Every service vehicle of the Grantee shall be clearly identifiable by the public as such a vehicle.

7.15-39 (3) Grantee's Billings.

A. The Grantee's bills to its subscribers shall be clear, concise and understandable and shall be itemized as to each charge reflected thereon. The bill and any accompanying communication from the Grantee to its subscribers, and any other communication from the Grantee to its subscribers, shall not contain any false or misleading statement. Such other communication referred to above shall be deemed to be a "report" under all applicable provisions of the Franchise Agreement relating to "reports," including, without limitation, the provisions of subsections (J) and (K) of Section 19 of the Franchise Agreement in effect as of the effective date of this Ordinance.

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C. The Authority shall not withhold its approval of the form and content of the Grantee's bills unreasonably. If the Authority disapproves of the form or wording of any of the Grantee's bills to subscribers, it shall so notify the Grantee and shall specify the basis for such disapproval. The Grantee shall then modify the bills so as to remedy the defects specified by the Authority. The modification shall be implemented by the Grantee effective with the first billing after the expiration of 45 days after receipt by the Grantee of the Authority's notice of disapproval, unless the Authority extends such time.

7.15-39 (4) Disconnect and Downgrade Charges

A. The Grantee shall make no charge to any subscriber on account of either complete discontinuance of service or net downgrade of service whereby the subscriber requests a lower tier of basic service and/or a net reduction in premium service.

B. The Grantee may only disconnect a subscriber if at least forty-five (45) days have elapsed after the due date for payment of the subscriber's bill and the Grantee has provided at least ten (10) days written notice to the subscriber prior to disconnection specifying the effective date after which cable services are subject to disconnection; provided, however, notwithstanding the foregoing, the Grantee may disconnect a subscriber at any time if the Grantee in good faith and on reasonable grounds determines that the subscriber has tampered with or abused the Grantee's equipment, or is or may be engaged in the theft of cable services.

C. The Grantee shall promptly disconnect any subscriber who so requests disconnection. No period of notice prior to requested termination of service may be required of subscribers by the Grantee. If the subscriber fails to specify an effective date for disconnection, the effective date shall be deemed to be the day following the date the disconnect request is received by the Grantee. No charge may be imposed upon the subscriber for any cable service delivered after the effective date of the disconnect request.

7.15-39 (5) Late Payment Charges.

Late payment charges imposed by the Grantee upon subscribers shall be fair and shall be reasonably related to the Grantee's cost of administering delinquent accounts. No late payment charge shall be imposed upon a subscriber, and a subscriber shall not be deemed to be in arrears on a bill, unless at least thirty (30) days have elapsed after the due date specified on the bill; and, for purposes of this Section and the prior Section, the due date specified on the bill shall not be earlier than the first day of

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7.15-39 (7) Notice of Price Increase or Reduction of Service.

The Grantee shall provide at least forty-five (45) days written notice to subscribers prior to implementing any increase in subscriber rates or reduction in subscriber services and shall provide written notice of the same to the Authority no later than the Grantee's notice to subscribers. The provisions of this section shall not preclude the right of the City, or the Authority on behalf of the City, to contest or prohibit any such action by the Grantee if, and to the extent, permitted by law.

7.15-39 (8) Grantee's Communications.

Prior to or simultaneously with any communication made by the Grantee to the general public or to the Grantee's subscribers announcing or explaining any increase in subscriber rates or reduction in programming services, the Grantee shall furnish a copy of such communication to the Authority. The copy of the communication required to be furnished to the Authority hereunder shall be deemed to be a "report" under all applicable provisions of the Franchise Agreement relating to "reports," including, without limitation, the provisions of subsections (J) and (K) of Section 19 of the Franchise Agreement in effect as of the effective date of this Ordinance.

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In the event the Grantee, in any communication to the general public, to the City, to subscribers, or to the Authority, justifies a price increase or reduction in service on the basis of increased costs to which the Grantee has been subjected, then the Grantee, on written request of the Authority, shall promptly furnish the Authority the underlying information on which such claim of increased costs is based in such form as the Authority

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A. Except for planned outages where subscribers are provided reasonable notification in advance, upon a subscriber's request the Grantee shall provide not less than a one day credit for each day in which there is a period of four hours or more during which the subscriber experienced a significant impairment of cable service not attributable to any action or omission of the subscriber or to any defect in the subscriber's equipment. The credit specified herein shall be equal to one-thirtieth of the subscriber's total monthly bill for all services and equipment other than pay-per-view; provided, however, if such monthly bill includes a charge for a pay-per-view program subject to such outage or significant impairment, then the credit shall be increased by the amount of such charge.

B. In the event of a violation of the provisions of this Article by the Grantee which results in a subscriber not receiving cable programming service or receiving only significantly impaired service, the Authority may order and direct the Grantee to issue a rebate to such subscriber in an amount determined by the Authority to provide monetary relief to the subscriber substantially equal to the subscriber's unliquidated detriment or loss resulting from such violation, not to exceed the subscriber's monthly bill.

C. Nothing in this section shall be deemed to preclude a subscriber from requesting and receiving from the Grantee a rebate greater than that provided in subsections (A) and (B) of this section.

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A. Subsequent to the effective date of this Ordinance, within ten (10) days after the award of a new franchise or the transfer, extension or renewal of an existing franchise, the Grantee thereunder shall furnish the Authority, on behalf of all of the Authority's member communities, and thereafter maintain with the Authority, throughout the term of the franchise, a cash deposit of twenty-five thousand (\$25,000.00) dollars as security for:

- (1) the faithful performance by it of all the provisions of this Ordinance and the franchise,
- (2) compliance with all orders, permits and directions of any agency, commission, board or department of the City having jurisdiction over its acts or

defaults under the franchise, and

- (3) the payment by the Grantee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the system.

B. Within ten (10) days after notice to it that any amount has been withdrawn from the Security Fund, the Grantee shall pay to or deposit with the Authority a sum of money in the full amount withdrawn.

C. If the Grantee fails to pay to the City any fees within the time fixed herein; or fails, after ten (10) days written notice, to pay to the City any taxes due and unpaid; or fails to repay the City within such ten (10) days, any damages, costs, or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with a franchise; or fails, after three (3) days notice of such failure, to comply with any provisions of the franchise which the City reasonably determines can be remedied by a withdrawal from the Security Fund, the Authority, on request of the City, may immediately withdraw the amount thereof, with interest and any additional charges, from the Security Fund. Upon such withdrawal, the Authority shall notify the Grantee of the amount and date thereof and shall remit to the City the amount so withdrawn.

D. The Security Fund deposited pursuant to this section, including all interest thereon, if any, shall be held by the Authority, for the benefit of its member communities, in the event that the franchise is rescinded or revoked by reason of the default of the Grantee. The Grantee, however, shall be entitled to the return of such Security Fund, or such portion thereof as remains on deposit at the expiration of the term of the franchise, provided that there is then no outstanding default on the part of the Grantee. Any interest earned by the investment of the Security Fund shall become part of the Security Fund and unless consumed by the payment of liquidated damages, fees or other charges under this Ordinance, shall be returned to the Grantee at the expiration of the franchise term, provided that there is then no outstanding default on the part of the Grantee.

E. The Authority shall maintain the Security Fund in a segregated account and shall not commingle the same with any other monies of the Authority. The Authority may, but shall not be required to, invest the Security Fund so as to earn interest thereon and shall not be liable to the Grantee on any claim based upon the lack or insufficiency of interest earned by such Fund.

F. Payment from the Security Fund shall not constitute a cure of any violation or any act of non-compliance by the Grantee. The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such Security Fund shall

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affect any other right the City may have.

G. The Security Fund provided for in this section shall be in addition to any performance bond, letter of credit or other security provided for in the Franchise Agreement.

7.15-39 (11) Liquidated Damages.

A. The Authority may assess liquidated damages of up to one hundred (\$100.00) dollars per day against the Grantee for each day the Grantee is in violation of this Article. Such assessment may be levied against the Security Fund specified in Section 2.258 or any letter of credit, performance bond, or other security provided for in the Franchise Agreement.

B. Assessment of liquidated damages shall not constitute a waiver by the City of any other right or remedy it may have under the Franchise Agreement or applicable law, including the right to recover from the Grantee any costs and expenses, including reasonable attorney's fees, which are incurred by the City on account of the Grantee's violation of this Article.

7.15-39 (12) Evaluation of Violations.

A. The violation of this Ordinance by the Grantee, the Grantee's agents, employees and/or independent contractors employed or retained by the Grantee shall be grounds for evaluating:

- (1) the Grantee's compliance with any existing Agreement and with applicable law; and
- (2) the quality of the Grantee's service and whether it has been reasonable in light of community needs; and
- (3) the technical ability of the Grantee to provide the services, facilities, and equipment as set forth in an operator's proposal for future or renewed cable services; and
- (4) the reasonableness of the Grantee's proposal to meet the future cable-related community needs and interests of the residents and cable television consumers of the City.

B. These evaluations shall be proper and germane for the City to consider formally when reviewing a proposal for renewal of any Agreement to provide cable services within the City.

7.15-39 (13) Remedies Available.

If the Authority determines that the Grantee has violated this Article, the Authority may order appropriate rebates to subscribers as provided in Section 2.257 and/or assess liquidated

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damages against the Grantee as provided in Section 2.259. In addition, the City may pursue any additional or other legal or equitable remedies available to it under the Franchise Agreement or any applicable law.

7.15-39 (14) Appeal Process.

With respect to matters affecting the City individually, and excluding matters affecting all of the Authority's member communities equally, the Grantee may appeal any action of the Authority to the City by submitting a written appeal within twenty-one (21) days from the date of the Authority's action to which the Grantee objects. Upon such appeal, the City Commission shall conduct a de novo review of the action of the Authority being appealed and shall set a hearing date within sixty (60) days of the date of receipt of the Appeal. The Grantee may present any information, data or other evidence to the City Commission either prior to or at the time of the hearing. Hearings shall be open to the public and members of the public and representatives of the Authority may also present any evidence or information pertinent to the matter appealed. The City Commission shall then determine whether to uphold, reverse, or modify the action of the Authority. The appeal shall stay any further action on the matter appealed until the appeal has been decided by the City Commission.

7.15-39 (15) Repealer.

This Ordinance is intended to supplement and strengthen the customer service and related provisions set forth in the City's existing Cable Regulatory Ordinance, its Franchise Agreement with the Grantee and First Amendment thereto, and other Agreements between the City and/or the Authority with the Grantee. Accordingly, only those portions, if any, of existing ordinances which conflict and cannot be reconciled with the provisions of this Ordinance are hereby repealed.

7.15-39 (15) Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unenforceable by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

This Ordinance shall become effective immediately upon the passage and publication thereof.

A true copy of this Ordinance may be purchased or inspected at the office of the City Clerk at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, during regular business hours, 8:00 a.m. to 5:00 p.m. daily, except weekends and holidays.

Made and passed by the City Council of the City of Rochester,
State of Michigan, this 9th day of AUGUST, A.D.,
1993.

CITY OF ROCHESTER
a Michigan Municipal Corporation

By: Thomas L. Werth, Mayor

Nancy D. Miller
Nancy D. Miller, Clerk

BEBOUT, POTERE, COX, HUGHES & O'MARA, P.C.
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NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

Jurisdiction/State Clark County, NV

Operator(s) 1. PRIME CABLE 3. CLARK CABLEVISION
2. FALCON CABLE 4. BLUEBIRD COMMUNICATIONS

FCC Community Unit Identifier # 1. NV0015 3. NV0071
2. NV0092 4. NV0083
NV0094

Name/Title Jacquelyne A. Brady
Mgt. Services Coordinator

Phone 702-455-3530

Fax 702-455-3558

1. Have you adopted the FCC customer service standards and notified operator of same?

☒ YES ☐ NO

2. Date you adopted the rules? 6-15-94

3. Date they become effective in your franchise? 7-15-94

4. Did you have customer service standards in place prior to the FCC's rules? ☒ YES ☐ NO

5. Date implemented? 1987; revised in 1991

6. Implemented during franchise? ☒ YES ☐ NO

7. Did they require a franchise modification? ☐ YES ☒ NO

8. Implemented during transfer? ☐ YES ☒ NO

9. Implemented at renewal? ☐ YES ☒ NO

10. Were these standards different or more stringent than the FCC's rules? ☐ YES ☒ NO

11. Specific problems your standards addressed?

Office Hours/Days
Customer Response-calls
Installation
Content of the subscriber's bill
Requirement to make extensive info
available to new customer

12. Did you pass different or more stringent rules after the FCC rules came out? ☐ YES ☒ NO

13. What date?

14. Franchise modification? ☐ YES ☒ NO

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date Copy of
older standards enclosed; FCC rules adopted by reference
IN YOUR OWN OPINION..... only on 6/15/94

15. Are these new standards different?

How? ☐ YES ☐ NO

Clark Co. plans to further
modify customer service rules &
address deposits, late fees in
particular.

16. Are these standards more stringent?

How? ☐ YES ☐ NO

17. Why were they necessary in your community?

18. What sort of evaluation methods are you using to determine compliance? (describe)

Very little; plans are to increase
monitoring.

19. Has the operator cooperated in providing necessary or required data? ☐ YES ☒ NO

20. Is your operator's compliance with FCC or your rules generally: ☐ GOOD ☒ OK ☐ BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules? ☐ YES ☒ NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules? ☐ YES ☒ NO

23. Did you see a decrease in complaints after you implemented your own rules? ☐ YES ☒ NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied? ☐ YES ☒ NO

(B) The system shall be installed, maintained and operated in accordance with technical standards relating to facilities established by the FCC and no technical parameter in excess of the FCC's technical standards is required.

(C) Subject to subsection (B) above the system shall be capable of and shall produce a picture upon any subscriber's television receiver which is in good operating condition and free of direct pickup problems to the extent feasible in black and white or color that is undistorted and free from ghost images, is without noticable picture degradation or other forms of interference attributable to the performance of the system, and is accompanied by undistorted sound, assuming the television receiver is in good repair, free of direct pickup problems and the source of the signal transmission is satisfactory. Transmission and distribution of signals shall cause no cross modulation in the cables or interference with other electrical or electronic systems. (Ord. 1007 § 2 (part), 1987)

6.120.190 Time is of the essence. Whenever this chapter or the franchise agreement sets forth any time for any act to be performed by the franchisee, such time shall be deemed of the essence; and the franchisee's failure to perform within the time allotted shall, in all cases, be sufficient grounds for the county to invoke the remedies available under the terms and conditions of this chapter and the franchise agreement. (Ord. 1007 § 2 (part), 1987)

6.120.200 Customer service standards. (A) Any change made by the franchisee in its programming (channels carried), except those of an emergency nature beyond the franchisee's control shall not become effective until the franchisee has notified its subscribers at least fourteen calendar days in advance. Notification must be made in writing to each subscriber and through newspaper advertisements or broadcast on the cable system.

(B) The franchisee shall provide standard identification documentation to all employees, including employees of subcontractors who will be in contact with the public. Each such representative shall be required to wear an employee identification card issued by the franchisee and bearing a picture of said employee. Such documents shall include a telephone number that can be used to verify all personnel, vehicles and other construction equipment operating under the authority of the franchisee.

(C) The franchisee shall maintain a business office accessible to subscribers for the purpose of transacting business, including receiving and resolving all complaints regarding the quality of service, equipment malfunctions, billing disputes and similar matters. The franchisee's office shall be reachable by toll-free telephone call. Excluding legal holidays, the business office shall be open to receive inquiries or complaints from subscribers during normal business hours. Normal business hours shall be no less than nine a.m. to five p.m., Monday to Friday, and for at least four hours per week of extended office hours. Extended hours may be either on weekday evenings after five p.m. or on weekends, at the discretion of the franchisee.

(D) The franchisee's personnel answering shall be trained to screen requests and assist in solving problems. Customer service operators will identify themselves by at least their first names immediately upon initial contact.

The franchisee shall employ sufficient operators to handle calls under normal circumstances with the maximum initial wait of no more than three minutes. During promotional periods and during peak seasonal turnover periods, the franchisee shall make such arrangements as are necessary to cover the anticipated increase in the number of phone calls regarding installation or addition of services.

6.120.200

Any answering service employed by the franchisee shall keep records of all service calls received.

(E) The franchisee shall fill all reasonable requests for non-custom installation of its services within thirty days after the date of each request, or within sixty days after any request for any custom installation offered by the franchisee. A request shall be deemed reasonable if:

- (1) The services requested are uniformly available on the system;
- (2) The services are requested in a portion of the county where the system has been constructed and activated;
- (3) The franchisee can obtain access to a person's premises during the franchisee's normal business hours;
- (4) Any reasonable advance deposits which may be required by the franchisee have been paid;
- (5) The person requesting service is not currently in debt to the franchisee; and
- (6) The person requesting service has not been convicted of theft of cable television service or equipment.

The franchisee shall use reasonable efforts to inform all persons in advance of the approximate time its employees or agents plan to enter onto such persons' property for the purpose of equipment installation and, where practical, for service or maintenance of the system with the exception of an emergency.

If the franchisee fails to provide any service normally requested by a subscriber within the time prescribed above, the franchisee shall, after adequate notification and being afforded the opportunity to provide the service, refund all deposits or advance charges paid for the service in question by said subscriber within thirty days. After thirty days the franchisee shall pay interest to the subscriber as follows:

- (a) The rate of interest shall be equal to the average of the rate quoted by three financial institutions in the county as the highest rate paid on a ninety-day certificate of deposit purchased on the date payment is received from the subscriber;
- (b) Interest shall be paid from thirty days after the date payment is received from the subscriber to the date service is provided.

The franchisee shall provide a pre-designated four-hour block of time for subscriber service appointments to be scheduled either in the morning or the afternoon hours (i.e., eight a.m. to twelve noon, or one p.m. to five p.m.). Priority for service appointments on the next day or next "available time" must be given to those subscribers who require a different scheduled time.

(F) Each monthly bill rendered for cable service shall clearly state on the portion of the bill retained by the subscriber statements which set forth:

- (1) The due date of the bill;
- (2) If and when a late-payment fee will be imposed, and the amount of the late-payment fee; and
- (3) The telephone number to contact regarding billing inquiries.

The franchisee shall disconnect a subscriber's service within six working days of the subscriber's request; the franchisee shall cease to charge a subscriber for service immediately after receiving the request to discontinue service.

If for any reason a subscriber terminates monthly service prior to the end of a prepaid period, the unused portion of any prepaid service fee, including deposits but specifically excluding installation fees, shall be refunded to the subscriber within forty-five days of notification of such termination of service.

In the event of dispute between the subscriber and the franchisee regarding the bill, the franchisee shall promptly make such investigations as is required by the particular case and report the results to the subscriber within five working days of the initial complaint. If the dispute is not resolved to the satisfaction of both parties, the franchisee shall immediately inform the subscriber verbally of the complaint procedures set forth by the county, followed up in writing.

(G) The franchisee shall provide to each subscriber written notice of the procedures for reporting and resolving service problems at the time of the initial subscription to the cable system.

The franchisee shall provide the means to accept service complaint calls twenty-four hours a day, seven days a week. All service problems reported by the subscriber shall be investigated and acted upon as soon as possible. Under normal circumstances, all service problems shall be acted upon within three calendar days of receipt or as otherwise agreed upon between the franchisee and the subscriber. The franchisee shall keep a maintenance service record which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. Complete records of the franchisee's action in response to all complaints shall be made available for inspection by the county upon reasonable request during normal business hours. A summary of completed service complaints shall be presented monthly to the administrative services department in the office of the county manager.

System outage repair efforts shall be initiated within four hours following the occurrence of the outage including Saturdays, Sundays and legal holidays.

A summary of system outages affecting more than five subscribers shall be submitted to the county monthly. Upon failure of the franchisee to remedy a loss of service attributable to the cable system within twenty-four hours of receipt of notification of such loss, the franchisee shall rebate 1/10th of the total monthly charge to each subscriber so affected for each twenty-four hour period and subsequent fraction thereof until service is restored. Such a rebate shall be made by the franchisee following notification to the franchisee by the subscriber, identifying and substantiating the loss of service by channel description, date and time. There shall be an automatic credit to all subscribers when there is an outage of basic or premium service which affects the entire franchise area for four or more hours in a twenty-four hour period.

(H) The franchisee shall make available to the subscriber at the time of initiation of service, and at such times as there is a change in this information, current information in layman's terms pertaining to:

- (1) The address and telephone number of the franchisee's local office;
- (2) Schedule of rates and charges for basic and non-basic services;
- (3) Time allowed to pay outstanding bills, and billing and collections procedures;
- (4) The availability of parental lock-out devices;
- (5) Refund policies;
- (6) Service charges;
- (7) Installation procedures;
- (8) Instructions for operating subscriber terminal equipment;
- (9) Procedure for changes in or termination of cable TV service;
- (10) Emergency service telephone number;
- (11) Description of complaint procedure;
- (12) Late-payment fee assessments;

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(13) The recommendation that subscriber should register any inquiry or complaint about his bill prior to the due date;

(14) The handling of billing disputes;

(15) The fact that the subscriber has the right to speak to a supervisor, and, if none is available, a supervisor will return the subscribers call within one working day;

(16) Information concerning responsibility of the county, administrative services department, cable advisory board, and the address and telephone number of the administrative services department; and

(17) The Clark County — Cable Television Consumer Rights and Responsibilities pamphlet.

This information shall also be conspicuously posted in the franchisee's office and shall be available in handout form.

(I) The franchisee shall publish its rates, including charges for installation, monthly basic service, premium services, repair charges, deposits for equipment, and any late-payment fee charges.

This publication shall include the effective date of rates and charges. As changes are made, new rate cards shall be made available at the franchisee's office(s), and at the Clark County office of the county manager and the administrative services department.

Subscribers shall be notified thirty days in advance of any change in rate.

(J) The franchisee will provide and keep on file with the office of the county manager and the administrative services department its updated procedures and policies for discontinuance of cable service to a subscriber.

The franchisee may discontinue service to a subscriber as specified in the "notice of discontinuance" or within a reasonable time thereafter.

(K) The franchisee shall promulgate and adhere to a preventive maintenance policy directed toward maximizing the reliability (mean-time-between-malfunctions) and maintainability (mean-time-to-repair) of the cable system with respect to its delivery of service to subscribers at or above industry performance standards.

The franchisee shall maintain a repair department comprised of trained technicians, service vehicles and equipment to provide quality repair service. Service shall be rendered efficiently, repairs made promptly, and the franchisee shall interrupt service only for good cause and for the shortest time possible. Such interruptions, unless unforeseen and immediately necessary, shall be preceded by reasonable advance notice if possible and shall occur during periods of minimum system use.

(L) The customer service standards contained in this section apply to all cable communications companies which are or may hereafter be subject to the jurisdiction of Clark County under this chapter, and all cable communications companies authorized to provide cable service by Clark County at the time of the adoption of the ordinance codified in this section will voluntarily adopt and implement the customer service standards contained within this section. Any cable communications company for which a new franchise (service area permit), renewal of a franchise (service area permit) or transfer or assignment of an existing franchise (service area permit) is approved by the board of county commissioners subsequent to the adoption of the ordinance codified in this section shall comply with the provisions of this section. (Ord. 1280 § 1, 1991; Ord. 1007 § 2 (part), 1987)

6.120.210 Office of cable communications. The office of cable communications is created. The cable administrator shall be appointed by the county manager. The cable

administrator shall administer the office of cable communications under the supervision of the county manager and perform the following functions:

- (A) Interpret, administer and enforce the provisions of this chapter and the franchise agreement.
- (B) Mediate disputes or disagreements between subscribers, users, potential subscribers and users, and the franchisee, but only in the event that such parties are first unable to resolve their disputes and if they agree to mediation by the cable administrator review.
- (C) Confer with the franchisee and advise the interconnection and compatibility of the system with other systems in the county.
- (D) Perform any other duties assigned under the provisions of this chapter.
- (E) Perform any other activities associated with cable communications as directed by the county commission or county manager. (Ord. 1007 § 2 (part), 1987)

6.120.220 Cable communications advisory board. (A) There is created the Clark County cable communications advisory board.

- (B) The board shall be comprised of five members.
- (C) Members of the board shall be appointed by and serve at the pleasure of the county commission. In the event a vacancy occurs during the term of office of any member, the vacancy shall be filled by appointment by the county commission for the remainder of the term.
- (D) The original five members of the board shall be appointed for such terms as shall cause one term to expire on June 30th each year for five years following the effective date of the appointment of the original board. The term of each of the first five members shall be designated in the appointment. The terms of succeeding board members shall be five years terms beginning with July 1st following the regular expiration of the prior term.
- (E) There shall be no appearance or existence of a conflict of interest with any member of the board on matters that will come before the board for action.
- (F) No person shall be a board member who is not a resident of Clark County.
- (G) The county commission shall initially designate one of the first appointed board members as chairman and one as vice-chairman to act in the absence of the chairman. The term of office for the first appointed chairman and vice-chairman shall be through June 30, 1989. During the month of June, 1989, the Board shall elect a chairman and vice-chairman, and each shall hold office for one year and until their successors are elected, unless their respective membership on the board ceases sooner. The board may fill from its members any vacancy occurring in the offices of chairman and vice-chairman.
- (H) The board shall hold one regular meeting at least quarterly. The board may hold additional meetings, either regular or special, as it may determine necessary or desirable.
- (I) Three members shall constitute a quorum of the board.
- (J) The members of the board shall serve without compensation for their services.
- (K) The board's relationship to the county commission shall be advisory.
- (L) Upon submission of a complete application, as certified by the director of business license and the cable administrator, the board will review all applications for new franchises and all applications to transfer or assign existing franchises and make recommendations to the county commission. A recommendation to the county commission shall be made within thirty days after the hearing on the application is concluded.

6.120.220

(M) The board shall study and advise the county commission on the need to investigate franchisees in order to compile data and make recommendations to the county commission regarding the extent, proper character and quality of cable service to be furnished to the public.

(N) The board shall study and advise the county commission of the need to engage the contractual services of specialized consultants to assist the board in the proper discharge of its responsibilities.

(O) The board shall study and advise the county commission of the need for additional regulations regarding the extent, character and quality of cable service.

(P) The board shall study and advise the county commission regarding the need to investigate complaints relative to the cable service of any franchisee.

(Q) The board shall study and advise the county commission regarding the need to undertake studies to assess the compliance of franchisees with the terms of their franchises.

(R) The board shall study and advise the county commission regarding the need for the development of public, educational and governmental access programming.

(S) The board shall not incur expenses, hire or retain employees, nor enter into contracts.

(T) Within forty-five days after the end of each fiscal year, the board shall prepare a written report to present to the county commission.

(U) The board shall study and advise the county commission regarding any other matters relating to cable communications as directed by the county commission. (Ord. 1295 § 4, 1991; Ord. 1050 § 2, 1987; Ord. 1007 § 2 (part), 1987)

6.120.230 Public, educational and government access. (A) Commencing on the date established by the county commission after a public hearing, the franchisee shall make available to all of its residential subscribers who receive all or any part of the total cable services offered on the system one multipurpose access channel for use on a first-come, first-served nondiscriminatory basis by:

(1) Members of the public;

(2) Local educational authorities and institutions including, but not limited to, primary and secondary schools, colleges and universities but excluding commercial (for profit) educational enterprises; and

(3) The county and other governmental agencies located within the county.

(B) Commencing on the date established by the county commission after a public hearing, the franchisee shall make available to all of its residential subscribers who receive all or any part of the total cable services offered on the system at least one access channel in each of the three following categories:

(1) At least one public access channel shall be made available at no charge for use by members of the general public on a first-come, first-served nondiscriminatory basis.

(2) At least one educational access channel shall be made available at no charge for use by local educational authorities and institutions including, but not limited to, primary and secondary schools, colleges and universities but excluding commercial (for profit) educational enterprises on a first-come, first-served nondiscriminatory basis.

(3) At least one government access channel shall be made available at no charge for use by the county and other government agencies located within the county on a first-come, first-served nondiscriminatory basis.

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

Jurisdiction/State Clark County, NV
 1. PRIME CABLE 3. CLARK CABLEVISION
 Operator(s) 2. FALCON CABLE 4. BLUEBIRD COMMUNICATIONS
 FCC Community Unit Identifier # 1. NV0015 3. NV0071 NV0099
2. NV0092 4. NV0083 NV0094
 Name/Title Jacquelyne A. Brady
Mgt. Services Coordinator
 Phone 702-455-3530
 Fax 702-455-3558

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date Copy of
older standards enclosed; FCC rules adopted by refer.
IN YOUR OWN OPINION..... only on 6/15,

1. Have you adopted the FCC customer service standards and notified operator of same?

☒ YES ☐ NO

2. Date you adopted the rules? 6-15-94

3. Date they become effective in your franchise? 7-15-94

4. Did you have customer service standards in place prior to the FCC's rules? ☒ YES ☐ NO

5. Date implemented? 1987; revised in 1991

6. Implemented during franchise? ☒ YES ☐ NO

7. Did they require a franchise modification? ☐ YES ☒ NO

8. Implemented during transfer? ☐ YES ☒ NO

9. Implemented at renewal? ☐ YES ☒ NO

10. Were these standards different or more stringent than the FCC's rules? ☐ YES ☒ NO

11. Specific problems your standards addressed?

Office Hours/Days
Customer Response-calls
Installation
Content of the subscriber's bill
Requirement to make extensive info
available to new customer

12. Did you pass different or more stringent rules after the FCC rules came out? ☐ YES ☒ NO

13. What date?

14. Franchise modification? ☐ YES ☒ NO

5. Are these new standards different?

How? ☐ YES ☐ NO

Clark Co. plans to further
modify customer service rules &
address deposits, late fees in
particular.

16. Are these standards more stringent?

How? ☐ YES ☐ NO

17. Why were they necessary in your community?

18. What sort of evaluation methods are you using to determine compliance? (describe)

Very little; plans are to increase
monitoring.

19. Has the operator cooperated in providing necessary or required data? ☐ YES ☒ NO

20. Is your operator's compliance with FCC or your rules generally: ☐ GOOD ☒ OK ☐ BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules? ☐ YES ☒ NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules? ☐ YES ☒ NO

23. Did you see a decrease in complaints after you implemented your own rules? ☐ YES ☒ NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied? ☐ YES ☒ NO